

NOTICE OF INVITATION FOR BID

The Redevelopment Authority of the County of Cumberland will receive bids for building demolition and site work at 91 Beaver Ave. Enola, PA 17025.

Bids will be received until not later than June 10, 2024 by 12:00PM EST at 114 N. Hanover St. Carlisle, PA 17013

Proposal forms, contract documents and Work Write-Ups and Specifications are on file at the offices of the Redevelopment Authority of the County of Cumberland. Copies of the documents may also be obtained by mail or by emailing Bill Flannery at wflannery@cchra.com

The Redevelopment Authority of the County of Cumberland reserves the right to reject any or all portions of the proposals.

No proposal shall be withdrawn for a period of sixty (60) days subsequent to the deadline of proposal submittal.

Prevailing Wage Rates apply to all contracts over \$25,000.00.

Those contractors wishing to submit a proposal on this contract must visit the property for inspection, accompanied by Bill Flannery, at (717) 249-0789 x121 prior to proposal submission deadline.

Mary Kuna
Executive Director

INSTRUCTIONS TO BIDDERS – NO BONDING

1.0 Defined Terms

Terms are used in these Instructions to Bidders which are defined in the Contract Documents.

Certain additional terms used in these Instructions to Bidders have meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 Bidder – One who submits a Bid directly to the Redevelopment and/or Housing Authority of the County of Cumberland (the “Authority”) as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2 Bidding Documents – The documents provided by the Authority to a Bidder for submission of a Bid.
- 1.3 Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder – The lowest, responsible and responsive Bidder to whom Authority (on the basis of Authority’s evaluation as hereinafter provided) makes an award.

2.0 Copies of Bidding Documents

- 2.1 Complete sets of the Bidding Documents for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. The Authority does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Copies of Bidding Documents are made available on the above terms only for the purpose of obtaining Bids on the Work and not to confer a license or grant for any other use.

3.0 Qualifications of Bidders

- 3.1 To demonstrate qualifications to perform the Work, each Bidder shall submit reference or other qualification documents as requested in the Bidding Documents.
- 3.2 Submission of a financial statement will not be required with the Bid, but the Authority reserves the right to request such financial data as part of the Bid evaluation process.

4.0 Examination of Contract Documents and Site

- 4.1 It is the responsibility of each Bidder before submitting a Bid:
 - 4.1.1 To examine thoroughly the Bidding Documents (including “technical data” referred to below);
 - 4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.3 To consider Federal, State, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.4 To study and carefully correlate Bidder’s knowledge and observations with the Bidding Documents and such other related data; and
 - 4.1.5 To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bidding Documents.
 - 4.1.6 Prevailing Wages apply to any project over \$25,000.00. Certification of Bidder Regarding Prevailing Wages form to be filled out and signed if applicable.
- 4.2 Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data presently available to Authority. The Authority does not assume responsibility for the accuracy or completeness thereof.
- 4.3 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures or construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.4 On request, the Authority will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes, clean up, and restore the site to its former condition upon completion of such explorations, investigations, tests and studies.

- 4.5 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given the Authority written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by the Authority is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5.0 Interpretations and Addenda

- 5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Authority. Interpretations or clarifications considered necessary by the Authority in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Authority as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Authority.

6.0 Contract Time

- 6.1 All work must be completed within 60 days from the issuance of the Notice to Proceed.

7.0 Liquidated Damages

- 7.1 Provisions for liquidated damages, if any, are set forth in the Bidding Documents.

8.0 Substitute and “Or Equal” Items

- 8.1 Bids shall be based on Products covered in the Specifications and shown on the Drawings, if any. When a Product specification includes the name(s) of manufacturer(s), Bids shall be based on a Product which meets all Specification requirements and is produced by one of the manufacturers specifically named in the Specifications for that particular Product.

- 8.2 Request for Substitute or Equal Products will not be considered prior to the Bid opening date.

9.0 Subcontractors

- 9.1 The Bidder shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of Commonwealth of Pennsylvania.

10.0 Bid Form

- 10.1 The Bid form and required supplements are contained within the Bidding Documents. Bids must be submitted on forms bound in these documents. All blank spaces for Bid prices must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals and, if required, in words. Subject to the Authority's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.
- 10.2 The Bid of an individual must be signed by the individual personally; the individual's signature must be witnessed; and the individual's business address and any business trade name must be stated. The Bid of a partnership must state the names and addresses of all partners, and the partnership business name and address; and it must be signed by at least one partner, with the signature witnessed. The bid of a corporation must show the State of incorporation and the principal office address, and must be signed by the President or Vice President, with the corporate seal affixed, attested by the Secretary or Assistant Secretary.
- 10.3 All names must be typed or printed below the signature.
- 10.4 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers and dates of which must be filled in on the Bid Form).
- 10.5 The address and telephone number of Bidder to which communications regarding the Bid are to be directed must be shown.
- 10.6 Bid prices shall include all taxes of whatever nature applicable to the Work or performance thereof.

11.0 Submission of Bids

- 11.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title, and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed Bid envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face of it. Bids can also be emailed to wflannery@cchra.com, with "Demo – 91 Beaver Ave" listed in the subject line.
- 11.2 Documents to be submitted along with the Bid are specified on the Bidding Documents.
- 11.3 The Bidder is solely responsible for delivering Bid to the officer of the Authority location of, and by the time of, the Bid opening designated in the Invitation to Bid. Said officer, or officer's authorized representative, will be available for the purpose of receiving Bids at said location immediately prior to the designated time of the Bid opening.

12.0 Modification and Withdrawal of Bids

- 12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 12.2 After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid.

13.0 Opening of Bids

- 13.1 Bids will be opened on the date at the time listed on the invitation to bid.

14.0 Bids to Remain Subject to Acceptance

- 14.1 All Bids will remain subject to acceptance for a period of sixty (60) days after the Bid opening, but the Authority may, at its sole discretion, release any Bid and return the Bid security prior to that date.

15.0 Award of Contract

- 15.1 The Authority reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Authority believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Authority. Authority also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 15.2 In evaluating Bids, Authority will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such Alternates, unit prices, and other data, as may be requested in the Bid form or prior to the Notice of Award.
- 15.3 Authority may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other persons and organizations are requested by Authority prior to Notice of Award. Authority also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.
- 15.4 Authority may conduct such investigations as Authority deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Authority's satisfaction within the prescribed time.
- 15.5 If the Contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder whose evaluation by Authority indicates to Authority that the award will be in the best interests of the Project.
- 15.6 If the Contract is to be awarded, Authority will give the apparent Successful Bidder a Notice of Award.
- 15.7 More than one bid from an individual, partnership, corporation, or an association under the same name or different names will not be considered. Reasonable

grounds for believing that the Bidder is interested in more than one Bid for the same Work will cause the rejection of all bids in which such Bidder is interested. Any or all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders; participants in such collusion will not be considered in future bidding.

16.0 Insurance Certificate

- 16.1 The Bidding Documents sets forth the Authority's requirements as to insurance to be carried by the Contractor. When the apparent Successful Bidder delivers the signed Agreement to the Authority, it must be accompanied by the required insurance certificate on the latest version of the Acord 25 Certificate of Insurance form. The Acord 25 form shall be modified to state: "All policies of insurance shown on this form shall not be cancelled or materially changed or renewal refused until at least Thirty (30) days' prior written notice has been given to Authority and to each additional insured."

17.0 Signing of Agreement

- 17.1 When Authority gives a Notice of Award to the apparent Successful Bidder, it will be accompanied by Four (4) signed counterparts of the Agreement. Within Five (5) days thereafter, the apparent Successful Bidder shall sign and deliver to the Authority all counterparts of the Agreement accompanied by the required insurance certificates.
- 17.2 If the Authority finds the documents submitted by the apparent Successful Bidder acceptable, it will, within Five (5) days after receipt of such documentation, complete the signing of the Agreement and submit Two (2) fully executed copies to the Contractor.
- 17.3 A Notice to Proceed shall be issued in accordance with the Bidding Documents.

END OF INSTRUCTIONS TO BIDDERS
NO-BOND

SUPPLEMENTARY CONDITIONS

1. Supplementary Conditions

The following supplements shall modify, delete, and/or add to the General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

A. Add the following:

Insurance coverage shall be not less than the following:

1. Workmen's Compensation: Statutory;
Employer's Liability: \$500,000
2. Public Liability (per person/per occurrence):
 - a. Bodily and personal injury
\$1,000,000/5,000,000;
 - b. Property damage: \$1,000,000/5,000,000
aggregate.
3. Automobile Liability (per person/per occurrence):
 - a. Bodily Injury: \$500,000/1,000,000;
 - b. Property Damage: \$100,000/100,000
aggregate.

B. Add the following:

Prior to the starting of work, the Contractor shall sign a stipulation that no mechanic's lien or other liens shall be filed against the project by himself, subcontractors, or other persons, for work done or material furnished in fulfillment of the contract. Said stipulation to be filed in the Office of the Prothonotary of the Court of Common Pleas, of the County in which the work is located.

SECTION I – BUILDING DEMOLITION

1.0 General

Complete demolition, excavation, filling, backfilling, rough and finish grading, as delineated in specifications for the project.

- 1.1 Cooperate with all trades for certain phases of work so as to assure proper incorporation of, or provisions for certain items, which will be furnished or placed by others.
- 1.2 Quality Assurance Regulation Standards
 - A. Pennsylvania Act 287 – Site Excavation Requirements
 - B. Pennsylvania Department of Labor and Industry
 - C. Codes, Ordinances, Statutes, Rules and Regulations of Local, State, and Federal governmental units having jurisdiction.
- 1.3 Lines and Levels – Contractor shall locate, establish, and be responsible for all lines and levels as specified or required by other contractors or trades.

2.0 Preparation

- A. Examine areas and conditions under which work of this section will be performed. Correct conditions detrimental to safe, timely, and proper completion of work. Do not proceed until unsatisfactory conditions have been corrected.
- B. Verify extent of demolition.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.0 Protection

- A. Protect all adjacent areas that are to remain from being disturbed during removal of area scheduled to be removed.
- B. Utilities
 - 1. Comply with Pennsylvania One-Call System for notification of utilities (1-800-242-1776).
 - 2. If damaged, repair/replace at no additional cost to Owner.
 - 3. If existing utility lines to remain are found to interfere with demolition and backfilling operations, notify Conservator's. Do not proceed with permanent relocation of utilities until instructions are received from Conservator's.

- C. People and Property
 - 1. Barricade open holes resulting from work under this section.
 - 2. Barricade areas under chutes and other areas where pedestrians could be subject to debris falling from above.
 - 3. Construct chutes so as to guarantee no debris from off-fall.
 - 4. Erect flasher barricades around dumpster if sitting on a public thoroughfare, and operated from dusk to dawn.
 - 5. Use means necessary to contain all dust created during demolition to immediate area of Work.

- D. Traffic Control – Contractor shall include all material, equipment, tools, and labor necessary to adequately control pedestrian and vehicular traffic.
 - 1. Provide sufficient number of cones, flashing lights, barricades, and advance warning signs to re-direct traffic around the construction site.
 - 2. Traffic control for each street or portion of street requiring re-direction of traffic shall be coordinated with and approved by the Borough of Lemoyne.

4.0 Execution

- A. Contractor responsible for submitting and paying for all necessary permits and inspection costs required by the municipality and UCC.
- B. Prepare and follow organized plan for demolition and removal of items.
- C. Carefully remove items scheduled to be so demolished and removed, leaving surfaces clean, solid, and ready to be backfilled.
- D. Unless otherwise designated, demolished material shall be considered to be property of the Contractor, and shall be removed from the job site.
- E. Contractor shall dispose of all material and debris resulting from the demolition as per City, State, and Federal Regulations; including, but not necessarily limited to, oil storage tanks, lead based paints, and asbestos containing materials.
- F. Do not use cutting torches until work area is cleared of flammable materials. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
- G. Maintain adequate ventilation when using cutting torches.
- H. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

- I. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Conservator's and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

5.0 Specific Demolition Items

A. Existing Structures

1. Remove completely the structure identified as 91 Beaver Ave. Enola, PA 17025.
2. Entire residential structure is to be removed, including foundation walls, foundations, concrete steps, and concrete sidewalks.
3. Remove shed and block foundation at the rear of the property.
4. Shut-off, cap off and terminate all sub-grade gas, water, and sewer laterals to structure, to be removed as per local code and each utility company's requirements.
5. Pump out and remove septic tank.
6. Remove the electrical service to the buildings. Utility company shall remove all service wire/cable to the pole. All work shall meet the utility company and local code requirements.
7. Remove all existing trash and debris within the structure, as well as from entire site.
8. Properly dispose of any fuel oil in fuel oil tanks; pump out existing fuel oil and recycle or properly dispose.
9. Remove and properly dispose of any fuel oil tanks per Section V.
10. Remove all vegetation necessary for equipment to access the property for demolition.

6.0 Site Completion

- A. Backfill all openings in the property from foundations/sidewalks with appropriate fill. All backfill material shall be of suitable material and not be more than 2" diameter aggregate. Loose fill shall be installed in 4" lift intervals and tamped with a mechanical tamper.
- B. Grade the entire area to ensure that rain water will be diverted to the borough storm water management infrastructure.
- C. Cover the entire lot or as applicable with topsoil raked smooth.
- D. Seed the entire area with appropriate seed based on the conditions of the site. Cover seeded area with a thin layer of mushroom mulch or straw.

CERTIFICATION OF BIDDER REGARDING PREVAILING WAGE RATES

Bidder's Name: _____

Address & Zip Code: _____

I certify that the attached Prevailing Wage Rates was incorporated into the preparation of the bid, including any subcontractors.

The following job classifications, rates, and fringes were utilized in the preparation of this bid:

I certify that the information provided is true and complete to the best of my knowledge and belief.

Name & Title of Signer (Please print)

Signature

Date

**NON-COLLUSION AFFIDAVIT
OF
PRIME BIDDER**

State of _____

County of _____

_____ being first duly sworn,
(Individual's Name)
deposes and says that:

1. He is _____
(Owner, Partner, Officer, Representative, or Agent)
of _____, the Bidder that has submitted the attached Bid for the
following property: _____.

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Bid.

3. Such Bid is genuine and is not a collusive or sham Bid.

4. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties
in interest, including the affiant, has, in any way colluded, conspired, connived, or agreed, directly or indirectly, with
any other bidder, firm or person to submit a collusive or sham Bid in connection with such contracts, or has in any
manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other
Bidder, firm or person, to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder,
or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Local
Public Agency or any other person interested in the proposed contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the Bidder, or any of its agents, representatives, owners,
employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn before me
this ____ day of _____ 20__.

Title

My Commission Expires: _____

BID FOR DEMOLITION WORK
CONTRACT Demo – 91 Beaver Ave

The Redevelopment Authority
of the County of Cumberland
114 North Hanover St. Ste. 104
Carlisle, PA 17013

1. The undersigned, having familiarized _____ (Himself) (Themselves) (Itself) with the existing conditions at the structure to be rehabilitated, and with the Contract Documents (which includes Invitation for Bids, Instruction to Bidders, the Form of Bid, Work Write-Up and Drawings, General Specifications) prepared by the Redevelopment Authority of the County of Cumberland, and on file in the office of the Redevelopment Authority, hereby proposes to furnish all supervision, labor, material, tools, and equipment, and to perform and complete all work required for the rehabilitation of the structure, all in accordance with the above listed documents

a.) **CONTRACT Demo – 91 Beaver Ave**

1.) Lump Sum Bid of _____

_____ Dollars (\$ _____).

2. The undersigned agrees that the following addenda, which were issued during the bidding period, have been received and considered both before and in the preparation of this proposal.

Addendum Number

Date Received

3. In submitting this bid, the Bidder understands that the right is reserved by the Redevelopment Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver and agreement in the prescribed form and furnish the require information of jobs and insurance within ten (10) days after the agreement is presented to him for signature.

4. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the Contract for which this bid is submitted.

Date _____

Name of Bidder _____

Official Address:

_____ (Title)